



Quote Number: 01160100
Quote Created: May 27, 2015
Quote Expiration: August 25, 2015

Crossmatch
3950 RCA Blvd Suite 5001
Palm Beach Gardens, FL 33410
US Headquarters: 561 622 1650
<http://www.crossmatch.com>

Account Manager: David Bronger

Sales Channel: GSA

Phone: (866) 260-2763

Status: Open

Mobile: +1 5612843461

Type: Simple

Fax: (561) 828-8018

Email: dave.bronger@crossmatch.com

Bill To Name: Miami International Airport

Ship To Name:

Contact: Robert Prymus

Contact:

Phone: (305) 869-1511

Phone:

Email: rprymus@miami-airport.com

Email:

Bill To: Miami Dade Aviation Department
Building 5A -Finance Division
4200 NW 36th Street
Miami, Florida 33166
United States

Ship To:

Item	Product	Part Number	Quantity	Sales Price	Total Price	Price Basis
1	SHIPPING ASSEMBLY, GUARDIAN, WITH SILICONE PAD KIT, WITH ROLLS, US POWER CABLE	920183-002US	5	\$4,016.62	\$20,083.10	GSA Contract GS-35F-0199R
2	SOFTWARE, LIVE SCAN MANAGEMENT SYSTEM (LSMS)	850026	5	\$1,360.13	\$6,800.65	GSA Contract GS-35F-0199R
3	CMT ADVANTAGE MAINT, YR 1, HW, GUARDIAN V, USB, FW, NG, DEVICE ONLY DOMESTIC	930164	5	\$348.19	\$1,740.95	GSA Contract GS-35F-0199R



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4	CMT ADVANTAGE MAINT, SUBSEQUENT 2 YRS, HW, GUARDIAN V, USB, FW, NG, DEVICE ONLY, DOMESTIC	930164-24	15	\$793.88	\$11,908.20	GSA Contract GS-35F-0199R
5	CMT ADVANTAGE MAINT, YR 1, STANDARD CMT SW, LSMS	950083	5	\$272.03	\$1,360.15	GSA Contract GS-35F-0199R
6	CMT ADVANTAGE MAINT, SUBSEQUENT 2 YRS, STANDARD CMT SW, LSMS	950083-24	15	\$516.85	\$7,752.75	GSA Contract GS-35F-0199R
7	CMT ADVANTAGE MAINT, YR 1, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	950084	5	\$90.68	\$453.40	GSA Contract GS-35F-0199R
8	CMT ADVANTAGE MAINT, SUBSEQUENT 2 YRS, STANDARD CMT SW, LSMS SUBMISSION SOFTWARE	950084-24	15	\$172.28	\$2,584.20	GSA Contract GS-35F-0199R
9	SOFTWARE, LSMS CONFIGURATION, AAAE	850391-002	5	\$0.00	\$0.00	Open Market
10	SOFTWARE, SUBMISSION, AAAE	850181-002	1	\$1,250.00	\$1,250.00	Open Market
11	SOFTWARE, SUBMISSION, AAAE, SEAT LICENSE	850181-102	4	\$500.00	\$2,000.00	Open Market
12	IMPLEMENTATION, FIRST DAY ON-SITE	930100-01	1	\$2,266.88	\$2,266.88	GSA Contract GS-35F-0199R
13	IMPLEMENTATION AND TRAINING, SUBSEQUENT DAY ON-SITE	930000-5	3	\$918.08	\$2,754.24	GSA Contract GS-35F-0199R

Grand Total: \$60,954.52

Notes: Please note that we are quoting this using our Federal GSA Contract GS-35F-0199R. Miami Airport is eligible for this contract based on the coop clause below. If placing a PO the contract must be referenced on the face of the PO.

GSA Contract GS-35F-0199R

"11. COOPERATIVE PURCHASING. Section 211 of the E-Government Act of 2002 amended the Federal Property and Administrative Services Act to allow for cooperative purchasing. Cooperative Purchasing authorizes State and local government entities to purchase Information Technology (IT) supplies/products and services from the GSA's Schedule 70 and the Consolidated Schedule contracts containing Information Technology (IT) Special Item Numbers (SINs). State and local government entities means: the states of the United States, counties, municipalities, cities, towns, townships, tribal governments, public authorities (including public or Indian housing agencies under the



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United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (incorporated or not), regional or interstate government entities, or any agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial departments. The Final Rule regarding Cooperative Purchasing was issued in the Federal Register on May 18, 2004, and was incorporated via Refresh 14."

Customer will supply a desktop and monitor or a laptop that meets the specs below for this request.

Minimum Computer Requirements for Windows 7 PC:

PC (Not MAC or Linux based)

Microsoft Windows 7 Professional - 32 bit or 64bit

Service Pack 1

Intel Core i5 Processor (or equivalent)

4 GB of RAM

250 GB HDD

Quotation includes scanners, software licenses required to create and submit records directly to AAAE, 7 yrs scanner and software coverage for all 5 systems, installation and training for up to 6 people/system.



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STANDARD SALES TERMS AND CONDITIONS

Purchase Order # _____

Terms of Order: Notwithstanding any term or provision to the contrary contained in any Purchase Order, upon Purchaser's written acknowledgement below, the terms of this Agreement shall apply to all of Purchaser's Purchase Orders. In no event shall the pre-printed terms and conditions of any Purchase Order alter, amend or supersede any provision of this Agreement. In the case of any conflict between the terms of a Purchase Order and the terms of this Agreement, the terms of this Agreement shall prevail. An omission of reference to this Agreement in a Purchase Order shall not affect the application of this Agreement to such Purchase Order.

Prices. Unless otherwise indicated, prices for products and associated support services are firm fixed price (FFP). Pricing remains valid for 90 calendar days from the date of quotation. All sales are final; no refunds, credits or exchanges will be accepted. The price for the products does not include sales, use, excise or similar taxes assessed at any time. All applicable taxes shall be paid by Purchaser including applicable sales tax unless a valid sales tax exemption certificate is provided.

Shipment: Shipment date(s) provided in the quotation or in confirmation of the Purchase Order is/are approximate and subject to change. CMT shall not be liable for any delays in shipment which are caused by events beyond the control of CMT including, but not limited to, delays caused by inaccurate or incomplete data, changes or revisions in the work to be performed, Purchaser's insufficient credit or financing, acts of Purchaser or Purchaser's agent, Force Majeure, accidents, strikes, inability to obtain labor or materials, or delay in transportation.

Storage: Once Purchase has been notified that its order is ready for shipment, if Purchaser requests that the order (in whole or in part) not be shipped until a later date, the equipment will be segregated from other inventory. Purchaser will be required to execute CMT's Transfer of Title form evidencing transfer of title and transfer of risk of loss from CMT to Purchaser. Purchaser is responsible for all costs associated with shipping the equipment to a storage facility or from said storage facility to the destination point in addition to all costs associated with insurance and storage fees.

Title & Risk of Loss: CMT's prices are F.O.B. CMT's Factory and are exclusive of taxes, shipping, handling and insurance. Title to all equipment and risk of loss, deterioration or damage shall pass to Purchaser upon delivery to a carrier; except that a security interest in the equipment or any replacement shall remain in CMT's name until the full purchase price has been received by CMT. Any claim by Purchaser against CMT for shortage or damage occurring prior to delivery must be made in writing within ten (10) calendar days after receipt of shipment and accompanied by an original transportation bill signed by the carrier noting that carrier received goods from CMT in the condition claimed. CMT shall have the right to ship all goods at one time or in portions, within the time for shipping provided in such order, unless specifically requested in writing by the Purchaser that these shipments be made in total by a date certain. Any shipments returned to CMT as a result of Purchaser's unexcused delay or failure to accept delivery will require Purchaser to pay all additional costs incurred by CMT, including any storage costs as discussed above.

Excusable Delays: CMT shall not be liable for any failure to continue to perform as required or meet the delivery date if such failure is due to the non-performance of the Purchaser or third party and/or due to a reason beyond its reasonable control. Such events also include without limitation, acts or omissions of carriers, labor difficulties, shortages, Force Majeure, lack of, incomplete or inaccurate information provided by the Purchaser, or any other cause that is outside of CMT's control. In any such event the Parties will mutually develop a critical path in which performance and/or schedule is re-defined and any equitable adjustment in price is finalized.

Changes: Purchaser may make changes to the specific products/services being ordered, quantity, schedule and/or, the customization requirements of a product or service or any other provision of the Purchase Order or quotation providing such change is communicated in advance and in writing to CMT. If any such change causes a change in the price, schedule or other provision of the quote or Purchase Order, CMT shall notify Purchaser in writing no later than five (5) days from the date of receipt by CMT of such request from Purchaser. CMT will submit a Request for Equitable Adjustment or Change Order proposal which the Parties shall mutually negotiate and such will be incorporated into the Purchase Order or quotation by written bi-lateral Amendment or Change Order ("Change Order").



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Installation and Training. If installation and training services are purchased, Purchaser shall appoint a contact person to coordinate the installation to be performed by CMT, its agent or contractor. The number of days allocated, and charges for installation and training are stated herein. If CMT cannot complete the installation or extensions into additional days or additional trips are caused by Purchaser's failure to complete its assigned tasks, or issues beyond the reasonable control of CMT such as, but not limited to, Purchaser network problems, Purchaser firewall problems or delays of schedule due to unavailability of Purchaser resources, Purchaser shall be responsible for additional charges required to complete the installation. Such charges shall be billable at CMT's rates in effect at the time of the service extension or additional trip. A minimum charge of \$500 will be assessed if Purchaser cancels or re-schedules on-site installation and/or training within 14 days of the originally scheduled installation. Upon completion of installation and training (including delivery of the training materials), Purchaser agrees to sign CMT's Professional Services Acceptance Form acknowledging receipt of installation and training services.

Limited Warranty: CMT warrants that the hardware products purchased will be free from defects in material and workmanship in normal service and under normal conditions for a period of one (1) year from the date of shipment. Normal service and normal conditions are defined within the product documentation. The Limited Warranty is subject to the specific terms and conditions set forth in the warranty documentation, which is hereby made part of and incorporated into the quotation.

Silicon Product Use Restrictions: Purchaser shall adhere to the applicable Use Restrictions set forth in Appendix 1 and shall require any of its distributors, resellers, developers or sales representatives to comply with such Use Restrictions. Any material or repetitive breach of the restrictions contained in Appendix 1 by Purchaser or Purchaser's direct or indirect distributors, resellers or sales representatives shall constitute a material breach.

Software License. The term "Software" refers to the Software installed on the equipment or hardware product, any custom software or interfaces developed by CMT for Purchaser and if applicable, CMT's Software Development Kit (SDK) software. Purchaser will be required to accept CMT's standard license agreement prior to using any Software. The terms and conditions which govern the right and usage of the software are set forth in the license documentation, which is hereby made part of and incorporated into the quotation.

Equipment Upgrade: Equipment upgrades are not covered under the limited warranty and are subject to independent pricing and terms and conditions, as deemed applicable by the nature of the upgrade activity.

Equipment Maintenance Plan: Purchaser may purchase a CMT Advantage Maintenance Plan for the hardware products. The Maintenance Plan is contracted for annually at the then prevailing price and can be renewed for a period of years mutually agreed to by the Parties. The Maintenance Plan is subject to the specific terms and conditions set forth in the Maintenance Plan documentation, which is hereby made part of and incorporated into the quotation.

Software Maintenance Plan: Purchaser must buy the CMT Advantage Software Maintenance plan for all applicable CMT software products. CMT will provide maintenance services for the current and future Major Release of the Software for a period of twelve (12) months for each term of the Software Maintenance plan. As used herein, a "Major Release" is any version of the Software that in CMT's sole determination provides substantial new features, additional functionality, or makes use of different architecture. CMT will receive Company reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Company, Cross Match will deliver to Company, as made commercially available by Cross Match, bug fixes, Maintenance updates, state-mandated updates and Major Releases for the Software ("Updates")

Invoicing and Payment. CMT will invoice Purchaser for all Products, (including services), and Maintenance Plans within thirty (30) calendar days of shipment of the Products. If Purchaser has ordered installation and/or training services, then CMT will invoice Purchaser upon execution of the Professional Services Acceptance form for the completed services. Purchaser shall pay all invoices within thirty (30) calendar days after the date of CMT's invoice. A late charge of the lesser of 1.5% per month or the maximum amount permitted by law, will be added to past due accounts. All reasonable costs and expenses, including but not limited to attorneys' fees, court costs and service charges incurred by CMT in collecting payment will be an expense of and charged to Purchaser.



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Purchaser may be required to complete a credit application. CMT reserves the right to extend credit to the Purchaser based upon credit determination. Specific financing arrangements will be considered on a case by case basis and the terms and conditions for such will be defined by CMT and binding upon the Purchaser.

CMT shall have the right to suspend performance, including the non-shipment of product, under a specific Purchase Order and/or any other Purchase Order(s) where Purchaser has failed to maintain its account within agreed to credit terms. CMT shall resume performance under said Order(s) upon verified receipt of the required funds, as determined by CMT. Purchaser hereby agrees to waive all rights to seek damages and/or other remedies against CMT if CMT's actions taken under this provision have an adverse impact upon Purchaser and/or its ability to perform and/or meet business obligations. In addition, CMT shall have the right to cancel or hold any and/or all orders placed by Purchaser and any and/or all shipments of the Product, regardless of any prior confirmation or acceptance by CMT, if: (a) Purchaser is or becomes insolvent, (b) Purchaser makes an assignment for the benefit of creditors, or a receiver or trustee is appointed to take charge of any of Purchaser's assets; or (c) Purchaser is the subject of a bankruptcy or reorganization proceeding, whether voluntary or involuntary.

Indemnification. By Purchaser. Purchaser shall indemnify, defend and hold CMT and its respective directors, officers, employees and agents harmless against any and all losses, claims, damages or expenses (including reasonable attorneys' fees) arising out of or related to: (i) any personal injury to or death of any person or persons, any loss or damage of any property or any interruption of services which are caused or claimed to have been caused directly or indirectly from Purchaser's (including its employees or independent contractors) negligent operation and/or related use or misuse of the Product; (ii) use of any equipment not provided or approved for use with the Product by CMT.

By CMT. CMT hereby agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, actions, costs, liabilities and losses resulting from the Software or other Product infringing a United States patent, copyright or trademark or misappropriating the trade secret of a third party provided that: (i) Purchaser promptly notifies CMT in writing of the claim; (ii) CMT has control of the defense and all related settlement negotiations, provided however that Purchaser must approve in writing any settlements before they are executed (provided, however, that Purchase shall not unreasonably withhold its approval thereof); and (iii) Purchaser fully cooperates with CMT, at CMT's cost, in the defense or settlement of such actions. CMT's obligation under this Article is conditioned on Purchaser's agreement that if the Software, or the use or operation thereof, becomes, or in CMT's opinion is likely to become, the subject of such a claim, Purchaser will permit CMT at CMT's option and expense, either to procure the right for Purchaser to continue using the Software or to replace or modify the same so that it becomes non infringing. If neither of the foregoing alternatives is available on terms which are reasonable in CMT's reasonable judgment, then (1) Purchaser will return or destroy the Software on written request of CMT; and (2) CMT shall pay Purchaser an amount equal to the amount paid for the Software less an amount equal to the current depreciation of such Software (such depreciation amount calculated on a straight line basis over four years commencing on the Effective Date). The foregoing indemnity extends to Purchaser only and states the sole and exclusive liability and remedy of the parties hereto for patent infringement, and is in lieu of all warranties, express, implied, or statutory, in regard thereto.

Limitation of Liability. IN NO EVENT SHALL CMT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION OR OTHER INCIDENTAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE, OR THE DELIVERY OF, OR FAILURE TO DELIVER, THE PRODUCT, EVEN IF CMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE ENTIRE LIABILITY OF CMT FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM OR CAUSE OF ACTION. Except as to title, all such liability shall terminate upon the expiration of the original applicable warranty period.

Intellectual Property and Use Limitations. The sale of the Product to Purchaser does not convey to Purchaser any intellectual property rights in the Product or Software, including but not limited to any copyright, patent or trademark rights (except for any



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license rights granted hereunder). Further, the sale of the Products confers on Purchaser no license, express or implied, by estoppel or otherwise, under any patents of CMT or others covering or relating to any other product or invention or any combination, machine, or process in which such Product might be used. All intellectual property rights in the Products and Software, any documentation therefore, and other materials supplied by CMT, are owned by CMT and are protected by United States copyright laws, other applicable copyright laws, and international treaty provisions.

Choice of Law and Forum. This Agreement shall be governed by and construed under the laws of the State of Florida, without reference to its conflict of laws provisions. All disputes arising hereunder shall be heard only by a Florida State court or U.S. District Court with competent jurisdiction in Palm Beach County, Florida.

Compliance with Laws. Each party to the Agreement shall comply with all applicable laws and regulations. Purchaser will not directly or indirectly export or re-export any Products or "technical data" furnished to Purchaser under this Agreement without obtaining appropriate authorizations from the U.S. Department of Commerce or other U.S. government agency and will otherwise comply with all U.S. export control laws applicable thereto.

Entire Agreement. These terms and conditions constitute the entire agreement between CMT and Purchaser with respect to the sale and purchase of the Products and license of the Software and shall supersede all prior agreements, understandings and representations between Purchaser and CMT, both written and oral, with respect to the subject matter hereof. No additions or modifications of this Agreement or any Exhibit hereto shall be effective unless made in writing and signed by the authorized representatives of CMT and Purchaser. CMT's delay or failure to enforce at any time any provision of this Agreement shall not constitute a waiver of CMT's right thereafter to enforce each and every provision of the Agreement. If any of the provision(s) of this Agreement is determined to be invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

PURCHASER ACKNOWLEDGEMENT:

By: Susan Feeney
Name: Susan Feeney
Title: Aviation Security Manager
Date: 7/17/15

CMT ADVANTAGE
SOFTWARE MAINTENANCE PLAN

1. SCOPE OF COVERAGE. Upon payment of applicable fees, Cross Match will provide maintenance services pursuant to this plan ("Maintenance Plan") for a period of twelve (12) months.

2. MAINTENANCE SERVICES. Subject to the terms of this Exhibit and Company's payment of all Maintenance fees Cross Match will provide the following:

2.1. Maintenance. Cross Match will use commercially reasonable efforts to acknowledge and address reported and reproducible material defects in the Software which prevent the Software from performing substantially in accordance with the Documentation (each an "defect or issue.") Cross Match will receive Company reported defects or issues 24 hours a day, 7 days a week and acknowledge any such reported defect or issue within two (2) hours and use best efforts to address and remedy such defect or issue. At no additional cost to Company, Cross Match will deliver to Company, as made commercially available by Cross Match, bug fixes, maintenance updates and Major Releases for the Software ("Updates"), which will thereafter be considered "Software." As used herein, a "Major Release" is any version of the Software that in Cross Match's sole determination provides substantial new features, additional functionality, or makes use of different architecture. At its expense and as deemed appropriate by Cross Match in its sole discretion, Cross Match will furnish Company with revised Documentation (including release notes identifying each change) with each Update.

2.2 Resolution. Except as otherwise expressly set forth herein, Cross Match will use commercially reasonable efforts to resolve each reported defect or issue with the Software by providing either: (i) a reasonable work around, which may consist of specific administrative steps or alternative programming calls; (ii) an object code patch to the Software; or (iii) a specific action plan regarding how Cross Match intends to address the reported defect or issue and an estimate on how long it may take to remedy or work around the error or issue. Company acknowledges that in order to perform Maintenance, Cross Match may require access to and a copy of code in Company's possession (or that of Company's system integrator or consultants) relating to the Software or which may impact the performance of the Software. Company agrees to provide access, assistance and information to Cross Match as required to resolve defects or issues with the Software.

2.3 Other Defects and Issues. If Company reports a defect or issue with the Software that is scheduled by Cross Match to be addressed in a later Update, Cross Match may address such defect or issue in such Update. Company agrees to pay Cross Match at Cross Match's standard rates for all effort expended towards resolution of any defect or issue which is later determined to result from any cause other than an error or issue in the Software.

3. SUPPORT LINES.

3.1 First Line Support. Company shall establish and maintain the organization and processes to provide first line support directly to any of Company's customers and/or end users. Cross Match shall have no obligation to provide any first line support to Company's customers and/or end users. First line support shall include: (a) a direct response to Company's customers and/or end users with respect to problems or inquiries concerning the performance, functionality or operation of the Software; (b) a diagnosis of problems or performance deficiencies in the Software; and (c) a resolution of problems or performance deficiencies in the Software.

3.2 Second Line Support. Cross Match shall maintain the organization and processes necessary to provide second line support for the Software to Company. Such second line support shall be provided to Company only if, after reasonable commercial effort, Company is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Second line support will be provided to designated and trained representatives of Company. Cross Match shall have no obligation to provide second line support directly to any of Company's customers and/or end users. In order to assist Cross Match in providing such second line support, Company will provide Cross Match with the ability to access Company's computer platforms which utilize the Software (including but not limited to access to configuration information and error logs) and provide assistance to Cross Match in order to facilitate Cross Match's use of remote administration tools relating to the Software. Second line support will be provided primarily through web-based support services and through telephone support in English utilizing VOIP or direct dial voice connection toll free in the United States and Canada at (866)276-7761, internationally at +1-561-622-9210 or by email at CMCC@crossmatch.com.

4. WARRANTY.

4.1 Limited Warranty. Cross Match represents and warrants that the Maintenance provided hereunder shall be provided in a professional and workmanlike manner; provided, however, that Company's sole and exclusive remedy and Cross Match's sole and exclusive obligation for a breach of the foregoing warranty shall be for Cross Match to re-perform such Maintenance in accordance with the foregoing warranty.

4.2 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 4.1, ALL DELIVERABLES AND SERVICES PROVIDED BY CROSS MATCH PURSUANT TO THIS MAINTENANCE EXHIBIT ARE PROVIDED "AS IS," AND CROSS MATCH AND

ITS SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CROSS MATCH AND ITS SUPPLIERS DO NOT WARRANT OR REPRESENT THAT THE SOFTWARE OR MAINTENANCE WILL BE FREE FROM BUGS OR THAT THEIR USE WILL BE UNINTERRUPTED OR ERROR-FREE, OR MAKE ANY OTHER REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE MAINTENANCE OR THE USE OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. COMPANY ACKNOWLEDGES THAT CROSS MATCH IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSON OR ENTITY OTHER THAN CROSS MATCH, INCLUDING ITEMS SUPPLIED OR SERVICES PERFORMED BY COMPANY.

5. SERVICE LIMITATIONS. The Maintenance does not include, nor will Cross Match be obligated to provide, services required as a result of: (a) any modification, reconfiguration or maintenance of the Software not performed or recommended by Cross Match; (b) any use of the Software on a system that does not meet Cross Match's minimum standards for such as set forth in the applicable Documentation; (c) any third party hardware or software not supported or embedded by Cross Match; (d) any configuration of the Software (or hardware configurations) other than as recommended by Cross Match; (e) changes in the communications network protocol and configuration parameters after the Software was installed; (f) Company's failure to back up data; (g) data recovery from back up due to hardware failure; (h) data loss, damage, destruction distortion, erasure, corruption or alteration from any cause whatsoever (including but not limited to computer virus); (i) upgrades or changes in the computer platform's hardware or software including but not limited to the operation system or storage control software or storage capacity; or (j) any error caused by Company's or any third party's negligence, abuse, misapplication, or use of Software other than as expressly permitted under the Agreement.

6. TERM AND TERMINATION. This Maintenance Exhibit shall remain in effect for one (1) year from the Delivery Date. This Maintenance Exhibit shall automatically renew for additional one (1) year periods, unless either party provides notice of cancellation of Maintenance to the other party at least thirty (30) days prior to the anniversary date of this Agreement. Company may terminate this Exhibit B if Cross Match materially breaches the terms of this Exhibit B and such breach remains uncured for thirty (30) days after written notice, in which case Company's sole and exclusive remedy shall be to receive a refund in an amount equal to the most-recent maintenance fee paid by Company to Cross Match multiplied by a fraction, the numerator of which is the number of whole months remaining in the then current maintenance period and the denominator of which is twelve (12). The expiration or termination of this Exhibit shall not terminate or otherwise affect the Agreement.



CMT ADVANTAGE EQUIPMENT MAINTENANCE PLAN

Equipment Eligibility: The contract period for the Maintenance Plan commences after the Limited Warranty or First Year Maintenance Plan ends. Equipment is eligible for a Maintenance Plan provided that the warranty has not expired. Any such Equipment deemed ineligible by reason of not being covered by a current warranty is subject to a technical audit conducted by Cross Match prior to the Equipment being eligible for a Maintenance Plan. This audit may be conducted on-site or through a remote data connection to the Equipment. If the result of the audit indicates the Equipment is ineligible for Maintenance, Cross Match will indicate what changes to the Equipment are required to make the Equipment eligible. The audit and any required changes to the Equipment are a billable service at the hourly and material rates in effect at the time the service is ordered. This Maintenance Plan shall not apply to any software, purchaser-furnished equipment or software, third party software or End-User-furnished equipment.

Fees and Charges: The prices for the Maintenance Plan can be found in the Cross Match Price List in effect at the time the plan is purchased. Services requested by Purchaser and delivered by Cross Match that are outside the scope of the Maintenance Plan are billable to Purchaser at Cross Match's hourly and material prices in effect at the time of service.

Technical Support: This Maintenance Plan provides Purchaser with post-warranty remedies for Equipment defects. To obtain service under this Maintenance Plan, Purchaser must contact the Cross Match Customer Care Center. Purchasers may report any defects in the Equipment by contacting Cross Match's Customer Care Center twenty-four (24) hours a day, seven days per week, excluding national holidays. Once the defect is verified by Customer Care Center, Cross Match will ship replacement equipment no later than the next business day to locations in the United States. CrossMatch will also facilitate the return of the defective equipment. With certain equipment, the Purchaser may be required to transmit to Cross Match certain electronic files so that the replacement unit can be preconfigured prior to shipment. The Purchaser must pack the defective unit and make it available to Cross Match's common carrier agent at the time of scheduled pickup. Not doing so may result in extra charges to the Purchaser. Purchaser is responsible for removing all Purchaser data and/or personally identifiable information from any equipment prior to shipping the defective unit to Cross Match. All data and or personally identifiable information on any Cross Match Equipment or parts thereof, in either case, replaced repaired by Cross Match will be erased by Cross Match in a manner so as to be unrecoverable.

THE FOREGOING CONSTITUTES YOUR SOLE AND EXCLUSIVE REMEDY AND CROSS MATCH'S SOLE AND EXCLUSIVE LIABILITY IN CONNECTION WITH YOUR CROSS MATCH EQUIPMENT, AND IS IN LIEU OF ANY AND ALL OTHER REMEDIES WHICH MAY BE AVAILABLE TO YOU.

Exclusions: Cross Match shall incur no liability under this Maintenance Plan and is voidable by Cross Match if in Cross Match's sole reasonable opinion: (a) the Equipment is used other than under normal use and under proper environmental and/or electrical conditions, as specified in the Equipment manual; (b) the Equipment is not maintained as specified in the manual; (c) the Equipment is subject to abuse, misuse, neglect, accident, flooding, storm, lightning, power surges, dirty power, third-party errors or omissions, or acts of God; (d) the Equipment is modified or altered (unless expressly authorized in writing by Cross Match); (e) the Equipment is installed or used in combination or in assembly with Equipment not supplied or authorized by Cross Match; (f) there is a failure to follow specific restrictions or operating instructions; or (g) payment for the Equipment has not been timely made.

The Maintenance Plan does not cover nondurable consumable items including, but not limited to, batteries, paper, silicone membranes, cleaning solution, towels, printer cartridges and cables. Replacement supplies of these items may be ordered by contacting Cross Match Sales at 866-725-3926. The Maintenance Plan covers third party peripheral equipment (such as laptops and printers) that was provided by Cross Match.

Cross Match's obligations hereunder are contingent upon your providing the Equipment serial number as proof-of-purchase, and upon Cross Match's determination that the suspected malfunction is actually due to defects in material or workmanship.

THIS MAINTENANCE PLAN IS NOT TRANSFERABLE OR ASSIGNABLE TO ANY THIRD PARTY AND SHALL BE FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ORIGINAL PURCHASER OF THE EQUIPMENT COVERED HEREUNDER; ANY ATTEMPTED TRANSFER OR ASSIGNMENT HEREOF SHALL BE VOID AB INITIO.

Cross Match reserves the right to improve/modify Equipment at any time, at its sole discretion, as it deems necessary.

The purchase of this Maintenance Plan is a final sale; it is neither returnable nor refundable.

EXHIBIT C

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